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This instrument prepared by: Cecil D. Smith, Attorney  
2515 Clark Tower, 5100 Poplar Avenue  
Memphis, Tennessee 38137

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that MARILYN DODGE PERKINS of Memphis, Tennessee, and BARBARA DODGE GLOVER of Wichita Falls, Texas, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration do hereby bargain, sell, remise, release, quit claim and convey unto themselves as trustees of that certain Irrevocable Living Trust Agreement dated the 10th day of October, 1975, between themselves as Grantors and themselves as Trustees for the benefit of HELEN PERKINS, the daughter of MARILYN DODGE PERKINS, all their right, title and interest in the following described real estate, situated and being in the County of DeSoto, State of Mississippi:

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section 21, Township 3, Range 7 consisting of 40 acres, more or less, and being part of the 80 acre tract conveyed to W. T. Glenn by H. F. Pitts, et ux, under Deed dated November 17, 1896, recorded in Deed Book 10, Page 126 of the land Deed Records of DeSoto County, Mississippi.

This 40 acre tract is the same real estate conveyed to Robert Charles Dodge from H. Harrison Scott, et ux, by Warranty Deed dated December 20, 1966, recorded in Deed Book 68, Page 1 of land Deed Records of DeSoto County, Mississippi.

Said Robert Charles Dodge died May 18, 1974, intestate, as a resident of Shelby County, Tennessee. At the time of his death the said Robert Charles Dodge's spouse had predeceased, and he left surviving two children, Marilyn Dodge Perkins and Barbara Dodge Glover.

This deed is subject to an easement dated November 15, 1966, recorded in Deed Book 60, Page 482 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said MARILYN DODGE PERKINS and BARBARA DODGE GLOVER, their heirs and assigns in fee simple forever.

THE CONSIDERATION for this conveyance is as follows:

Ten Dollars (\$10.00) and other good and valuable consideration.

WITNESS the signatures of the Grantors.

Marilyn Dodge Perkins  
MARILYN DODGE PERKINS

Date

10/2/79

Barbara D. Glover  
BARBARA DODGE GLOVER

DATE

10/8/79

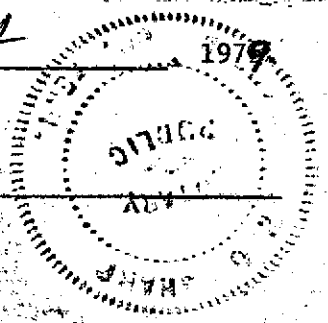
STATE OF TENNESSEE:

COUNTY OF SHELBY:

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named MARILYN DODGE PERKINS who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her voluntary act and deed.

Given under my hand and seal this 2 day of Oct, 1979.

[Signature]  
Notary Public



My commission expires:

11-23-81

\* \* \* \* \*

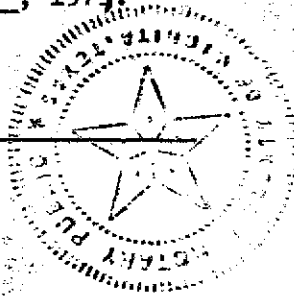
STATE OF TEXAS:

COUNTY OF Victoria:

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named BARBARA DODGE GLOVER who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her voluntary act and deed.

Given under my hand and seal this 8<sup>th</sup> day of October, 1979.

[Signature]  
Notary Public



My commission expires:

9/30/80

\* \* \* \* \*

Person responsible for payment of property taxes:

Mrs. Marilyn Dodge Perkins  
2379 Hanover Drive  
Memphis, Tennessee 38117

IRREVOCABLE LIVING TRUST AGREEMENT

This Trust Agreement, made this 10<sup>th</sup> day of October, 1975, by and between MARILYN D. PERKINS of Memphis, Tennessee, and BARBARA D. GLOVER, of Wichita Falls, Texas, hereinafter called the "Grantors", and MARILYN D. PERKINS, of Memphis, Tennessee, and BARBARA D. GLOVER, of Wichita Falls, Texas, hereinafter called the "Trustees".

W I T N E S S E T H:

That the Grantors have this day delivered to the Trustees a deed to the forty (40) acre farm in DeSoto County, Mississippi, formerly owned by Robert C. Dodge, deceased, and the Trustees agree to hold, administer and distribute the aforesaid real estate (together with all additions thereto and all reinvestments thereof) as the principal of a trust estate, in accordance with the terms and provisions hereinafter set out.

ARTICLE I.

The Trustees shall hold, manage and control the property comprising the trust estate, collect the income therefrom, and shall distribute the net income derived therefrom and the principal thereof, as follows:

A. The Trustees may accumulate the net income of this trust or pay to or for the benefit of HELEN PERKINS, the daughter of MARILYN D. PERKINS, any amount of the income

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along with any amount of principal from this trust as the Trustees deem advisable for the health, education, maintenance, support and comfort of such beneficiary.

B. It is Grantors' particular wish that the beneficiary not be prevented from furthering her educational goals (whether private school, pre-college, college, graduate school, professional school, or otherwise) for lack of funds, and the Trustees are urged to distribute freely to or for the benefit of the said Helen Perkins income or principal from this trust for this purpose, even to the extent of exhausting all of the income and principal thereof.

C. Any accumulated income shall be periodically, at least annually, incorporated into the principal of the trust fund as an integral part thereof to be held, administered and distributed in accordance with all the terms, conditions and limitations applying thereto.

#### ARTICLE II.

A. After the said HELEN PERKINS has attained the age of twenty-one (21) years, this trust shall be terminated and distributed outright to the said HELEN PERKINS.

B. If the said HELEN PERKINS should die prior to attaining the age of twenty-one (21) years, and she leaves issue surviving, then such issue shall take, per stirpes, the interest of the deceased HELEN PERKINS. If any such issue is under the age of twenty-one (21) years, then this trust shall continue until the youngest of such issue attains the age of twenty-one (21) years.

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C. If the said HELEN PERKINS should die prior to attaining the age of twenty-one (21) years, and she leaves no issue surviving, then the remaining corpus of this trust shall be divided equally between the Grantors, per stirpes.

### ARTICLE III.

A. Incorporation of Statutory Powers. The Trustees are authorized to exercise the introductory paragraph and the enumerated powers specifically set out in subparagraphs 5 to 32 inclusive, as found in the 1963 Public Acts of the State of Tennessee, Chapter 110, Section 3, (Tennessee Code Annotated, Section 35-618).

B. Successor Trustee. If either Trustee fails or ceases to serve as Trustee, then the remaining Trustee shall serve alone.

C. Waiver of Bond, Inventory and Accounting--Operating Statements Required. No Trustee need give bond, file inventory or accounting with any court.

D. Payments for Benefit of Minor or Person Under Disability. During the minority or disability of a beneficiary, the Trustees may pay, transfer or assign income or principal in any one or more of the following ways:

1. Directly to Beneficiary in such amounts as my Trustee may deem advisable.
2. To Guardian of the person or property of beneficiary.
3. To Adult Relative or Friend of beneficiary upon the agreement of such person to use or expend such income or principal solely for beneficiary's benefit.
4. Directly for the health, education, maintenance, support and welfare of the beneficiary.

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E. Rule Against Perpetuities. Anything in this trust to the contrary notwithstanding, no trust created hereunder shall continue beyond twenty-one (21) years after the death of the last to die of those beneficiaries who were living at the date this instrument was executed; and upon the expiration of such period, all trusts shall terminate and the assets thereof shall be distributed outright to those parties, and in the same proportions, as are then receiving the income therefrom.

F. Spendthrift Clause. No interest of any beneficiary shall be transferrable, assignable, or subject to the claims of creditors, including the claims of any divorced spouse for alimony or support payments; nor to anticipation or voluntary or involuntary alienation.

G. Tennessee Law. This trust shall be governed by the laws of the State of Tennessee.

H. Irrevocable Trust. This Agreement is hereby declared to be irrevocable, and the Grantors either jointly or separately shall have no right to alter or amend same in any respect or particular.

I. Adopted Persons. For purposes of this trust, a person legally adopted shall be considered a natural child of the adopting parent.

J. Acceptance of Trust. Trustees hereby accept the trust created herein.

IN WITNESS WHEREOF, the parties have executed this instrument this 10th day of October 1975.

Barbara D. Glover  
BARBARA D. GLOVER, GRANTOR

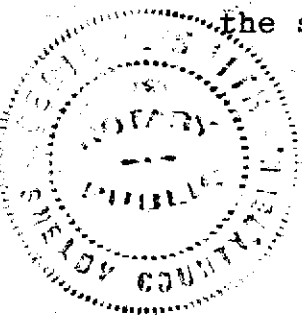
Marilyn D. Perkins  
MARILYN D. PERKINS, GRANTOR

Barbara D. Glover  
BARBARA D. GLOVER, TRUSTEE

Marilyn D. Perkins  
MARILYN D. PERKINS, TRUSTEE

STATE OF TENNESSEE)  
COUNTY OF SHELBY )

Before me personally appeared MARILYN D. PERKINS, to me known to be the person described as "Grantor" and "Trustee" in the foregoing instrument, and acknowledged that she executed the same for the purposes therein expressed.



Witness my hand and seal this 3 day of September, 1975.

Cecil D. Brady  
Notary Public

My Commission Expires:  
My Commission Expires Jan. 14, 1976

STATE OF Indiana)  
COUNTY OF Wishnuta)

Before me personally appeared BARBARA D. GLOVER, to me known to be the person described as "Grantor" and "Trustee" in the foregoing instrument, and acknowledged that she executed the same for the purposes therein expressed.

Witness my hand and seal this 10<sup>th</sup> day of October, 1975.

My Commission Expires:  
June 1, 1977

Leroy D. Ferguson  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock  
40 minutes A.M. 24 day of Oct 1979, and that the same has been re-  
corded in Book 144 Page 294 records of WARRANTY DEEDS of said County.  
Witness my hand and seal this the 26 day of Oct 1979.  
Fees \$8.50 od.  
SEAL H. D. Ferguson CLERK